

10-20-1999



101175092

To the Honorable Com

ie attached original documents or copy thereof.

1. Name of conveying party(ies):

Weight Watchers International, Inc.
Waist Watchers, Inc.
Weight Watchers Direct, Inc.
Weight Watchers North America, Inc.
W/W Twentyfirst Corporation
W.W. Weight Reduction Services, Inc.
W.W.I. European Services, Ltd
W.W. Inventory Service Corp.
58 WW Food Corp.
Weight Watchers Camps, Inc.
W.W. Camps and Spas, Inc.

- Individual(s)
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: September 29, 1999

2. Name and address of receiving party(ies):

Name: The of Nova Scotia, as Administrative Agent

Internal Address: _____

Street Address: One Liberty Plaza

City: New York State: NY ZIP: 10006
Country: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes No

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

See Attached List

B. Trademark No.(s)

See Attached List

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nora A. Whitescarver
Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 242

7. Total fee (37 CFR 3.41): \$6,065.00

- Enclosed (Check No. 18021)
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

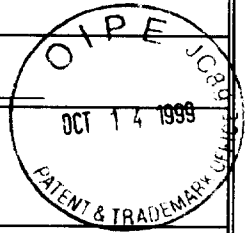
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

October 14, 1999
Date

Total number of pages comprising cover sheet and document attachments: 53



10/20/1999 DMGUYEN 00010061 2179462

01 FC:481
02 FC:482

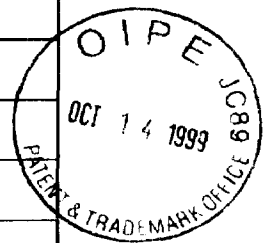
40.00 OP
6025.00 OP

U.S. Trademarks

MARK	REG. NO.
123 SUCCESS	2,179,462
123 SUCCESS & DESIGN (HORIZONTAL)	2,179,638
123 SUCCESS & DESIGN (VERTICAL)	2,179,635
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EXPRESS	1,896,558
FLASH	1,382,281
FOOD COMPANION	1,892,661
INNER CIRCLE	1,417,035
INNER CIRCLE	1,412,663
INNER CIRCLE LOGO	1,504,388
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MENU COMPANION	2,021,342
PERSONAL CHOICE	1,396,762
POINTS	2,139,767
POINTS	2,185,114
POINTS TO GO	2,241,911
POINTSMANAGER	2,181,558
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QUICK START	1,148,639
QUICK SUCCESS	1,495,438
SELECTION	1,967,558
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SOME TALKING, SOME LISTENING AND A PROGRAM	927,920



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TRIPLE CHOCOLATE TORNADO	1,893,714
WEIGHT WATCHERS CHOCOLATE TREAT	1,484,467
KEEP YOUR BALANCE	2,252,004

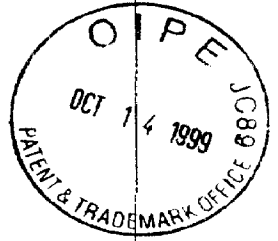


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ULTIMATE 90	1,566,171

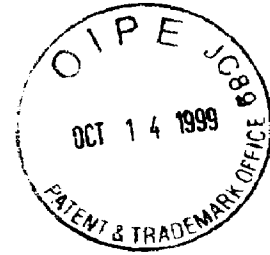


**Trade Mark Schedule
Fortuity Pty Ltd
22 September 1999**

Trade Mark No.	Trade Mark	Class	Owner	Status
271242	WAISTLINE	16	Fortuity Pty Ltd	Removed - Not Renewed.



ipcom MD110528473v1 9154#B 22 SEP 1999



TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 29, 1999, made by WEIGHT WATCHERS INTERNATIONAL, INC., a Virginia corporation ("WWI" and a "Grantor") and each of the U.S. Subsidiaries of WWI (each a "Grantor", and collectively with WWI, the "Grantors"), and THE BANK OF NOVA SCOTIA ("Scotiabank"), as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties (defined terms used in this preamble or the recitals hereto without definition have the respective meanings set forth (or incorporated) in Section 1).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 29, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WWI, WW FUNDING CORP., a Delaware corporation (the "SP1 Borrower", and together with WWI, the "Borrowers"), the various financial institutions as are or may become parties thereto (collectively, the "Lenders"). CREDIT SUISSE FIRST BOSTON ("CSFB"), as the syndication agent and as a lead arranger (in such capacities, the "Syndication Agent" and a "Lead Arranger", respectively), BHF (USA) CAPITAL CORPORATION, as documentation agent (the "Documentation Agent") and Scotiabank, as (x) the paying agent and registration agent for the TLCs and (y) a lead arranger (in such capacity, a "Lead Arranger") and as Issuer for the Lenders, the Secured Parties have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making of each Credit Extension (including the initial Credit Extension) under the Credit Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all, as applicable, Obligations or SP1 Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make each Credit Extension (including the initial Credit Extension) to the Borrowers pursuant to the Credit Agreement and to induce the Secured Parties to enter into Rate Protection Agreements, each Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of (a) in the case of each Grantor other than the SP1 Borrower, the Obligations and (b) in the case of the SP1 Borrower, the SP1 Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"). whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, trade dress, service marks, logos, other source of business identifiers, and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States or hereafter adopted or acquired in the United States, and all registrations and recordings thereof and all applications (with the exception of those described below) in connection therewith, including registrations, recordings and applications in the United States Patent and Trademarks Office, including those referred to in Item A of Attachment 1 attached hereto, and all renewals thereof;

(b) all Trademark licenses and other agreements providing each Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by each Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include those applications filed in jurisdictions in which the assignment of a security interest in or the transfer of title of such applications is prohibited by local law or would jeopardize the Grantor's rights therein, including, with respect to applications filed in the U.S. Patent and Trademark Office, any such applications filed pursuant to 15 U.S.C. Section 1051(b), unless and until such time as Grantor files a verified Statement of Use pursuant to 15 U.S.C. Section 1051(d), at which time such applications shall be deemed to constitute "Trademark Collateral" for purposes of this Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted

as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the occurrence of the Repayment Date, the Administrative Agent shall, at the applicable Grantor's expense, execute and deliver to such Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WEIGHT WATCHERS INTERNATIONAL, INC.

By:

Robert W. Hollweg
Title: Secretary

WAIST WATCHERS, INC.
WEIGHT WATCHERS DIRECT, INC.
WEIGHT WATCHERS NORTH AMERICA, INC.
W/W TWENTYFIRST CORPORATION
W.W. WEIGHT REDUCTION SERVICES, INC.
W.W.I. EUROPEAN SERVICES, LTD
W.W. INVENTORY SERVICE CORP.
58 WW FOOD CORP.
WEIGHT WATCHERS CAMPS, INC.
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THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____

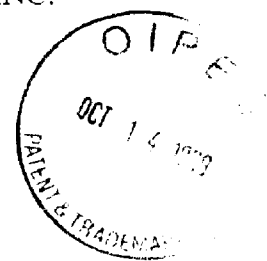
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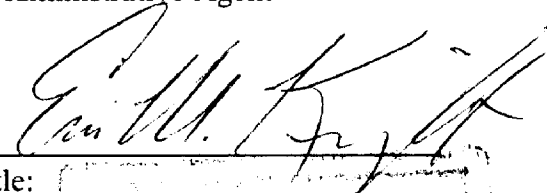
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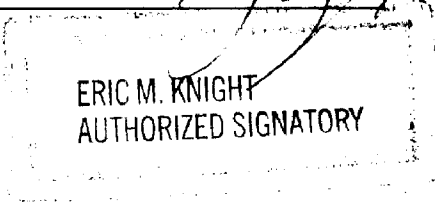
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W.W. CAMPS AND SPAS, INC.



By: _____
Title:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: 
Title:



Item A. Trademarks

Registered Trademarks

See Attached

Pending Trademark Applications

See Attached

Trademark Applications in Preparation

See Attached

Item B. Trademark Licenses

None



U.S. Trademarks

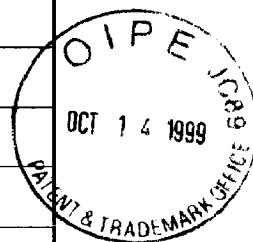
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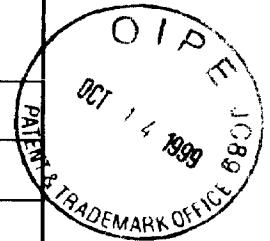
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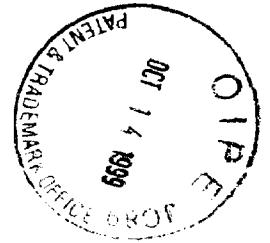
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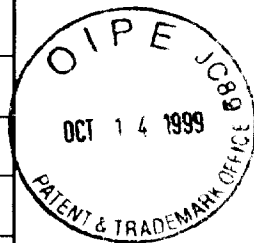


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ULTIMATE 90	1,566,171



State Trademarks

STATE	MARK	REG. NO.
ARIZONA	WEIGHT WATCHERS WEIGHT WATCHERS	042088 042087
ARKANSAS	WEIGHT WATCHERS	22618
COLORADO	WEIGHT WATCHERS	NONE
FLORIDA	WEIGHT WATCHERS	8600
GEORGIA	WEIGHT WATCHERS	S3012
IOWA	WEIGHT WATCHERS WEIGHT WATCHERS WEIGHT WATCHERS	12625 12626 12627
KANSAS	WEIGHT WATCHERS	NONE
KENTUCKY	WEIGHT WATCHERS	01558
LOUISIANA	WEIGHT WATCHERS	26
MARYLAND	WEIGHT WATCHERS	88-S2200
MASSACHUSETTS	WEIGHT WATCHERS WEIGHT WATCHERS WEIGHT WATCHERS	21214 21213 29117
MINNESOTA	WEIGHT WATCHERS	3495
MISSOURI	WEIGHT WATCHERS WEIGHT WATCHERS WEIGHT WATCHERS WEIGHT WATCHERS WEIGHT WATCHERS	11873 6248 11874 11875 6249
NEBRASKA	WEIGHT WATCHERS WEIGHT WATCHERS	89/13/Pg.535 91/28/Pg.941
NEVADA	WEIGHT WATCHERS WEIGHT WATCHERS WEIGHT WATCHERS WEIGHT WATCHERS WEIGHT WATCHERS	VOL.25PG.443 VOL.25PG.442 NONE VOL.25PG.441 NONE
NEW HAMPSHIRE	WEIGHT WATCHERS	NONE

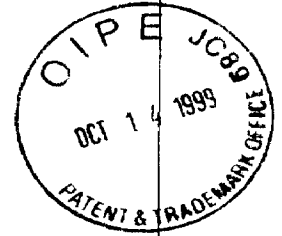


<u>STATE</u>	<u>MARK</u>	<u>REG. NO.</u>
NEW JERSEY	WEIGHT WATCHERS	NONE
NORTH CAROLINA	WEIGHT WATCHERS	NONE
OHIO	WEIGHT WATCHERS	SM947
OKLAHOMA	WEIGHT WATCHERS	21991
OREGON	WEIGHT WATCHERS	S123
PENNSYLVANIA	WEIGHT WATCHERS	8862 123 (780
RHODE ISLAND	WEIGHT WATCHERS WEIGHT WATCHERS WEIGHT WATCHERS WEIGHT WATCHERS WEIGHT WATCHERS	92-1-15 92-1-16 92-1-14 79-8-10 79-8-11
TENNESSEE	WEIGHT WATCHERS	NONE
WASHINGTON	WEIGHT WATCHERS	6611



Trade Mark Schedule
Fortuity Pty Ltd
22 September 1999

Trade Mark No.	Trade Mark	Class	Owner	Status
271242	WAISTLINE	16	Fortuity Pty Ltd	Removed - Not Renewed.



ipcm:MD110529473v1 915448 22.09.1999

Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

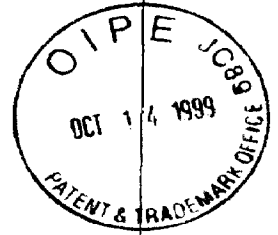
Trade Mark No.	Trade Mark	Class	Owner	Status
341009	WEIGHT WATCHERS & device.	41	Weight Watchers International Inc.	Registered Renewal due: 07/12/2000
341010	WEIGHT WATCHERS & device.	42	Weight Watchers International Inc.	Registered Renewal due: 07/12/2000
337324	WEIGHT WATCHERS & device.	1	Weight Watchers International Inc.	Registered Renewal due: 31/08/2000
337325	WEIGHT WATCHERS & device.	16	Weight Watchers International Inc.	Registered Renewal due: 31/08/2000
337326	WEIGHT WATCHERS & device.	29	Weight Watchers International Inc.	Registered Renewal due: 31/08/2000
350665	PEPSTEP	41	Weight Watchers International Inc.	Registered Renewal due: 08/09/2001
326652	WEIGHT WATCHERS INTERNATIONAL	42	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
326651	WEIGHT WATCHERS INTERNATIONAL	41	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
636571	WEIGHT WATCHERS	30	Weight Watchers International Inc.	Registered Renewal due: 02/08/2004



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Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

Trade Mark Schedule				
Trade Mark No.	Trade Mark	Class	Owner	Status
636570	WEIGHT WATCHERS	29	Weight Watchers International Inc.	Registered Renewal due: 02/08/2001
449132	WEIGHT WATCHERS	41	Weight Watchers International Inc.	Registered Renewal due: 25/07/2007
449133	WEIGHT WATCHERS	42	Weight Watchers International Inc.	Registered Renewal due: 25/07/2007
358122	WEIGHT WATCHERS	9	Weight Watchers International Inc.	Registered Renewal due: 23/03/2002
328251	WEIGHT WATCHERS	29	Weight Watchers International Inc.	Registered Renewal due: 05/02/2000
328252	WEIGHT WATCHERS	30	Weight Watchers International Inc.	Registered Renewal due: 05/02/2000
328249	WEIGHT WATCHERS	5	Weight Watchers International Inc.	Registered Renewal due: 05/02/2000
341008	WEIGHT WATCHERS & device.	35	Weight Watchers International Inc.	Registered Renewal due: 7/12/2000
328250	WEIGHT WATCHERS	16	Weight Watchers International Inc.	Registered Renewal due: 05/02/2000



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Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

Trade Mark Schedule				
Trade Mark No.	Trade Mark	Class	Owner	Status
224880	WEIGHT WATCHERS 10 WW & device.	5	Weight Watchers International Inc.	Registered Renewal due: 12/12/2003
224882	WEIGHT WATCHERS 10 WW & device.	29	Weight Watchers International Inc.	Registered Renewal due: 12/12/2003
253144	W.W. 10 WEIGHT WATCHERS & device.	14	Weight Watchers International Inc.	Registered Renewal due: 26/10/2006
256848	WW WW 10 WEIGHT WATCHERS & device.	30	Weight Watchers International Inc.	Registered Renewal due: 16/03/2007
326654	W.W. 10 TEN WEIGHT WATCHERS & device.	41	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
326655	W.W. 10 TEN WEIGHT WATCHERS & device.	42	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
326653	WW 10 WEIGHT WATCHERS & device.	35	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
224881	WEIGHT WATCHERS 10 WW & device.	16	Weight Watchers International Inc.	Registered Renewal due: 12/12/2003
400883	QUICK START	16	Weight Watchers International Inc.	Registered Renewal due: 07/12/2004

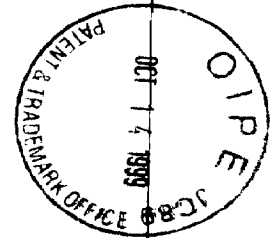


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Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

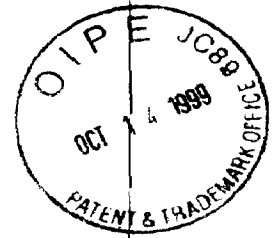
Trade Mark Schedule				Status
Trade Mark No.	Trade Mark	Class	Owner	
253145	W.W. 10 WEIGHT WATCHERS & device.	26	Weight Watchers International Inc.	Registered Renewal due: 26/10/2006
341012	Bathroom and Kitchen Scales (device only)	41	Weight Watchers International Inc.	Registered Renewal due: 07/12/2000
284803	WW 10 WEIGHT WATCHERS & device	32	Weight Watchers International Inc.	Registered Renewal due: 03/02/2006
334789	WEIGHT WATCHERS BRAND & device.	5	Weight Watchers International Inc.	Registered Renewal due: 29/06/2000
485743	WEIGHT WATCHERS - A HEALTHY ALTERNATIVE	29	Weight Watchers International Inc.	Registered Renewal due: 22/04/2009
326648	W.W. 10 TEN & device.	41	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
326649	W.W. 10 TEN & device.	42	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
326647	W.W. 10 TEN & device.	35	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
341013	Bathroom and Kitchen Scales (device only)	42	Weight Watchers International Inc.	Registered Renewal due: 07/12/2000



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Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

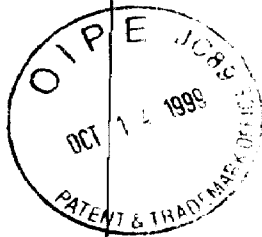
Trade Mark No.	Trade Mark	Class	Owner	Status
369607	W WEIGHT WATCHERS & device.	35	Weight Watchers International Inc.	Registered Renewal due: 21/12/2002
350666	PEPSTEP	42	Weight Watchers International Inc.	Registered Renewal due: 08/09/2001
341011	Bathroom and Kitchen Scales (device only)	35	Weight Watchers International Inc.	Registered Renewal due: 07/12/2000
636568	WEIGHT WATCHERS	1	Weight Watchers International Inc.	Registered Renewal due: 02/08/2004
636569	WEIGHT WATCHERS	5	Weight Watchers International Inc.	Registered Renewal due: 02/08/2001
636572	WEIGHT WATCHERS	32	Weight Watchers International Inc.	Registered Renewal due: 02/08/2001
334791	WEIGHT WATCHERS BRAND & device.	32	Weight Watchers International Inc.	Registered Renewal due: 29/06/2000
256847	WW 10 WEIGHT WATCHERS & device.	1	Weight Watchers International Inc.	Registered Renewal due: 16/03/2007
369531	W WEIGHT WATCHERS & device.	1	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002



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Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

Trade Mark Schedule				
Trade Mark No.	Trade Mark	Class	Owner	Status
757967	123 SUUCCESS POINTS PLAN & device.	30	Weight Watchers International Inc.	Registered Renewal due: 23/03/2008
369521	W WEIGHT WATCHERS & device.	5	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
336852	WEIGHT WATCHERS & device.	29	Weight Watchers International Inc.	Registered Renewal due: 22/08/2000
369608	W WEIGHT WATCHERS & device.	41	Weight Watchers International Inc.	Registered Renewal due: 21/12/2002
337327	WEIGHT WATCHERS & device.	30	Weight Watchers International Inc.	Registered Renewal due: 31/08/2000
369604	W WEIGHT WATCHERS & device.	35	Weight Watchers International Inc.	Registered Renewal due: 21/12/2002
369519	W WEIGHT WATCHERS & device.	32	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
326644	WEIGHT WATCHERS	35	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
369518	W WEIGHT WATCHERS & device.	30	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002



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Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

Trade Mark Schedule				
Trade Mark No.	Trade Mark	Class	Owner	Status
658922	FAT & FIBRE PLAN WEIGHT WATCHERS PROGRAMMES FOR SUCCESS & device.	42	Weight Watchers International Inc.	Registered Renewal due: 19/04/2005
369606	W WEIGHT WATCHERS & device.	42	Weight Watchers International Inc.	Registered Renewal due: 21/12/2002
369532	W WEIGHT WATCHERS & device.	5	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
328248	WEIGHT WATCHERS	1	Weight Watchers International Inc.	Registered Renewal due: 05/02/2000
369605	W WEIGHT WATCHERS & device.	41	Weight Watchers International Inc.	Registered Renewal due: 21/12/2002
326645	WEIGHT WATCHERS	41	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
337322	WEIGHT WATCHERS & device.	1	Weight Watchers International Inc.	Registered Renewal due: 31/08/2000
326646	WEIGHT WATCHERS	42	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
604896	SUPER START	42	Weight Watchers International Inc.	Registered Renewal due: 17/06/2000



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**Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)**

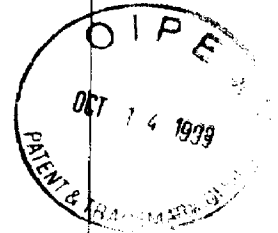
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Trade Mark No.	Trade Mark	Class	Owner	Status
369609	W WEIGHT WATCHERS & device.	42	Weight Watchers International Inc.	Registered Renewal due: 21/12/2002
336609	WEIGHT WATCHERS & device.	32	Weight Watchers International Inc.	Registered Renewal due: 15/08/2000
369533	W WEIGHT WATCHERS & device.	16	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
358121	WEIGHT WATCHERS WW & device.	9	Weight Watchers International Inc.	Registered Renewal due: 23/03/2002
452908	WATCHERS	42	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
757966	123 SUCCESS POINTS PLAN & device.	29	Weight Watchers International Inc.	Registered Renewal due: 23/03/2008
337323	WEIGHT WATCHERS & device.	16	Weight Watchers International Inc.	Registered Renewal due: 31/08/2000
326650	WEIGHT WATCHERS INTERNATIONAL	35	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
721318	123 SUCCESS	42	Weight Watchers International Inc.	Registered Renewal due: 04/11/2006



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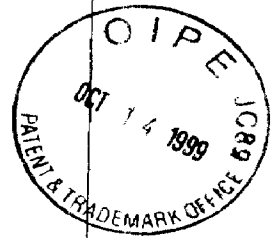
Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

Trade Mark Schedule				
Trade Mark No.	Trade Mark	Class	Owner	Status
369520	W WEIGHT WATCHERS & device.	1	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
369534	W WEIGHT WATCHERS & device.	29	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
452907	WATCHERS	41	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
328253	WEIGHT WATCHERS	32	Weight Watchers International Inc.	Registered Renewal due: 05/02/2000
350664	PEPSTEP	16	Weight Watchers International Inc.	Registered Renewal due: 08/09/2001
336853	WEIGHT WATCHERS & device.	30	Weight Watchers International Inc.	Registered Renewal due: 22/08/2000
642918	THE NEW U BY WEIGHT WATCHERS & device.	41	Weight Watchers International Inc.	Registered Renewal due: 11/10/2004
369525	W WEIGHT WATCHERS & device.	32	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
369524	W WEIGHT WATCHERS & device.	30	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002



Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

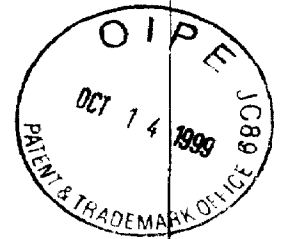
Trade Mark No.	Trade Mark	Class	Owner	Status
369523	W WEIGHT WATCHERS & device.	29	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
369522	W WEIGHT WATCHERS & device.	16	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
336608	WEIGHT WATCHERS & device.	5	Weight Watchers International Inc.	Registered Renewal due: 15/08/2000
748987	POINTS	42	Weight Watchers International Inc.	Registered Renewal due: 18/11/2007
556523	GREAT SNACKERS	30	Weight Watchers International Inc.	Registered Renewal due: 23/05/2008
538885	PERSONAL CUISINE	29	Weight Watchers International Inc.	Registered Renewal due: 25/07/2007
538886	PERSONAL CUISINE	30	Weight Watchers International Inc.	Registered Renewal due: 25/07/2007
631809	PERSONAL CUISINE	39	Weight Watchers International Inc.	Registered Renewal due: 08/06/2001
604897	SWEET CELEBRATIONS	30	Weight Watchers International Inc.	Registered Renewal due: 17/06/2000



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Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

Trade Mark Schedule				
Trade Mark No.	Trade Mark	Class	Owner	Status
785755	123 & ME	16	Weight Watchers International Inc.	Application Accepted Registration due: 22/01/2000
648206	WEIGHT WATCHERS	35	Weight Watchers International Inc.	Lapsed. Lapsing Advertised: 10/04/1997
648205	WEIGHT WATCHERS	16	Weight Watchers International Inc.	Lapsed. Lapsing Advertised: 10/04/1997



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**Trade Mark Schedule
Weight Watchers International Inc**

22 September 1999

(Not on List but in any event not current)

Trade Mark No.	Trade Mark	Class	Owner	Status
234357	Woman holding flower (device only)	5	Weight Watchers International Inc.	Removed - Not Renewed.
234372	Woman holding flower (device only)	29	Weight Watchers International Inc.	Removed - Not Renewed.
234373	Woman holding flower (device only)	16	Weight Watchers International Inc.	Removed - Not Renewed.
299716	Bathroom Scales (device only)	1	Weight Watchers International Inc.	Removed - Not Renewed.
299717	Bathroom Scales (device only)	5	Weight Watchers International Inc.	Removed - Not Renewed.
299718	Bathroom Scales (device only)	29	Weight Watchers International Inc.	Removed - Not Renewed.
299719	Bathroom Scales (device only)	30	Weight Watchers International Inc.	Removed - Not Renewed.
299720	Bathroom Scales (device only)	32	Weight Watchers International Inc.	Removed - Not Renewed.
400882	QUICK START	41	Weight Watchers International Inc.	Withdrawn.
407311	ACCELERATOR PLAN	41	Weight Watchers International Inc.	Lapsed.
407312	SKILL BUILDER	16	Weight Watchers International Inc.	Lapsing Advertised: 12/11/1987
471037	QUICK SUCCESS	41	Weight Watchers International Inc.	Lapsed.
471038	QUICK SUCCESS	42	Weight Watchers International Inc.	Lapsing Advertised: 10/05/1990



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Trade Mark Schedule
Weight Watchers International Inc

22 September 1999

(As on List but in any event not current)

Trade Mark Schedule					
Trade Mark No.	Trade Mark	Class	Owner	Status	
471047	QUICK SUCCESS	16	Weight Watchers International Inc.	Lapsed.	Lapsing Advertised: 17/05/1990
487689	QUICK START	41	Weight Watchers International Inc.	Lapsed.	Lapsing Advertised: 21/02/1991
529969	QUICK SUCCESS	42	Weight Watchers International Inc.	Lapsed.	Lapsing Advertised: 10/06/1993
622440	SMART ONES	29	Weight Watchers International Inc.	Lapsed.	Lapsing Advertised: 28/03/1996
622441	SMART ONES	30	Weight Watchers International Inc.	Lapsed.	Lapsing Advertised: 28/03/1996



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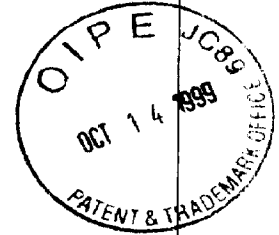
**Trade Mark Schedule
Gutbusters Pty Ltd
22 September 1999
(As Per List)**

Trade Mark No.	Trade Mark	Class	Owner	Status
595729	GutBusters	41	Gutbusters Pty Ltd	Registered Renewal due: 11/02/2000
655174	GutBusters	42	Gutbusters Pty Ltd	Registered Renewal due: 08/03/2005
655173	GutBusters	32	Gutbusters Pty Ltd	Registered Renewal due: 08/03/2005
655172	GutBusters	31	Gutbusters Pty Ltd	Registered Renewal due: 08/03/2005
655171	GutBusters	30	Gutbusters Pty Ltd	Registered Renewal due: 08/03/2005
647439	GutBusters	16	Gutbusters Pty Ltd	Registered Renewal due: 05/12/2004
601345	GUTBUSTERS & device.	41	Gutbusters Pty Ltd	Registered Renewal due: 30/04/2000
647440	GUTBUSTERS & device.	16	Gutbusters Pty Ltd	Registered Renewal due: 05/12/2004
589019	GUTBUSTERS, THE WEIGHT MANAGEMENT PROGRAM & device.	41	Gutbusters Pty Ltd	Registered Renewal due: 23/10/1999



**Trade Mark Schedule
Gutbusters Pty Ltd
22 September 1999
(Not on List but are current)**

Trade Mark No.	Trade Mark	Class	Owner	Status
639787	StressBusters	41	Gutbusters Pty Ltd	Registered Renewal due: 02/09/2004
655170	GutBusters	29	Gutbusters Pty Ltd	Registered Renewal due: 08/03/2005



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U.S. Trademark Applications

<u>MARK</u>	<u>APPLICATION NO.</u>
POINTSBOOSTER	75/735,721
10% DIFFERENCE	75/708,541
123 SUCCESS	75/631,525
WEIGHT WATCHERS AND SQUARE WITH 3 WAVES	75/614,738
WEIGHT WATCHERS PERSONAL CONNECTION	75/623,298
WEIGHT WATCHERS SUCCESS	75/593,118
WEIGHT WATCHERS	75/614,924
WEIGHT WATCHERS	75/599,148
DAILY COACH	75/601,498
JUST 2 POINTS!	75/614,922
QUICK 10	75/655,118
GUTBUSTERS	74/495,974



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TRADEMARK
REEL: 001971 FRAME: 0678

Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

Trade Mark No.	Trade Mark	Class	Owner	Status
341009	WEIGHT WATCHERS & device.	41	Weight Watchers International Inc.	Registered Renewal due: 07/12/2000
341010	WEIGHT WATCHERS & device.	42	Weight Watchers International Inc.	Registered Renewal due: 07/12/2000
337324	WEIGHT WATCHERS & device.	1	Weight Watchers International Inc.	Registered Renewal due: 31/08/2000
337325	WEIGHT WATCHERS & device.	16	Weight Watchers International Inc.	Registered Renewal due: 31/08/2000
337326	WEIGHT WATCHERS & device.	29	Weight Watchers International Inc.	Registered Renewal due: 31/08/2000
350665	PEPSTEP	41	Weight Watchers International Inc.	Registered Renewal due: 08/09/2001
326652	WEIGHT WATCHERS INTERNATIONAL	42	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
326651	WEIGHT WATCHERS INTERNATIONAL	41	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
636571	WEIGHT WATCHERS	30	Weight Watchers International Inc.	Registered Renewal due: 02/08/2004



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Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

Trade Mark Schedule				
Trade Mark No.	Trade Mark	Class	Owner	Status
636570	WEIGHT WATCHERS	29	Weight Watchers International Inc.	Registered Renewal due: 02/08/2001
449132	WEIGHT WATCHERS	41	Weight Watchers International Inc.	Registered Renewal due: 25/07/2007
449133	WEIGHT WATCHERS	42	Weight Watchers International Inc.	Registered Renewal due: 25/07/2007
358122	WEIGHT WATCHERS	9	Weight Watchers International Inc.	Registered Renewal due: 23/03/2002
328251	WEIGHT WATCHERS	29	Weight Watchers International Inc.	Registered Renewal due: 05/02/2000
328252	WEIGHT WATCHERS	30	Weight Watchers International Inc.	Registered Renewal due: 05/02/2000
328249	WEIGHT WATCHERS	5	Weight Watchers International Inc.	Registered Renewal due: 05/02/2000
341008	WEIGHT WATCHERS & device.	35	Weight Watchers International Inc.	Registered Renewal due: 7/12/2000
328250	WEIGHT WATCHERS	16	Weight Watchers International Inc.	Registered Renewal due: 05/02/2000



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Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

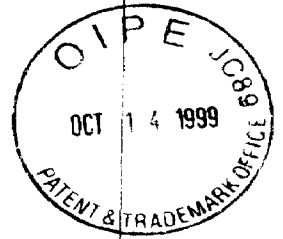
Trade Mark Schedule				
Trade Mark No.	Trade Mark	Class	Owner	Status
224880	WEIGHT WATCHERS 10 WW & device.	5	Weight Watchers International Inc.	Registered Renewal due: 12/12/2003
224882	WEIGHT WATCHERS 10 WW & device.	29	Weight Watchers International Inc.	Registered Renewal due: 12/12/2003
253144	W.W. 10 WEIGHT WATCHERS & device.	14	Weight Watchers International Inc.	Registered Renewal due: 26/10/2006
256848	W.W. 10 WEIGHT WATCHERS & device.	30	Weight Watchers International Inc.	Registered Renewal due: 16/03/2007
326654	W.W. 10 TEN WEIGHT WATCHERS & device.	41	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
326655	W.W. 10 TEN WEIGHT WATCHERS & device.	42	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
326653	WW 10 WEIGHT WATCHERS & device.	35	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
224881	WEIGHT WATCHERS 10 WW & device.	16	Weight Watchers International Inc.	Registered Renewal due: 12/12/2003
400883	QUICK START	16	Weight Watchers International Inc.	Registered Renewal due: 07/12/2004



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Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

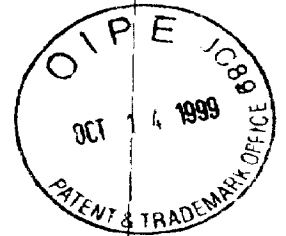
Trade Mark Schedule				
Trade Mark No.	Trade Mark	Class	Owner	Status
253145	W.W. 10 WEIGHT WATCHERS & device.	26	Weight Watchers International Inc.	Registered Renewal due: 26/10/2006
341012	Bathroom and Kitchen Scales (device only)	41	Weight Watchers International Inc.	Registered Renewal due: 07/12/2000
284803	WW 10 WEIGHT WATCHERS & device	32	Weight Watchers International Inc.	Registered Renewal due: 03/02/2006
334789	WEIGHT WATCHERS BRAND & device.	5	Weight Watchers International Inc.	Registered Renewal due: 29/06/2000
485743	WEIGHT WATCHERS - A HEALTHY ALTERNATIVE	29	Weight Watchers International Inc.	Registered Renewal due: 22/04/2009
326648	W.W. 10 TEN & device.	41	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
326649	W.W. 10 TEN & device.	42	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
326647	W.W. 10 TEN & device.	35	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
341013	Bathroom and Kitchen Scales (device only)	42	Weight Watchers International Inc.	Registered Renewal due: 07/12/2000



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Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

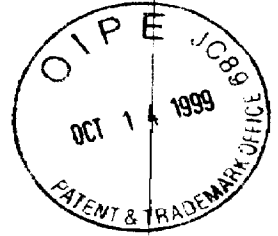
Trade Mark No.	Trade Mark	Class	Owner	Status
369607	W WEIGHT WATCHERS & device.	35	Weight Watchers International Inc.	Registered Renewal due: 21/12/2002
350666	PEPSTEP	42	Weight Watchers International Inc.	Registered Renewal due: 08/09/2001
341011	Bathroom and Kirchen Scales (device only)	35	Weight Watchers International Inc.	Registered Renewal due: 07/12/2000
636568	WEIGHT WATCHERS	1	Weight Watchers International Inc.	Registered Renewal due: 02/08/2004
636569	WEIGHT WATCHERS	5	Weight Watchers International Inc.	Registered Renewal due: 02/08/2001
636572	WEIGHT WATCHERS	32	Weight Watchers International Inc.	Registered Renewal due: 02/08/2001
334791	WEIGHT WATCHERS BRAND & device.	32	Weight Watchers International Inc.	Registered Renewal due: 29/06/2000
256847	WW 10 WEIGHT WATCHERS & device.	1	Weight Watchers International Inc.	Registered Renewal due: 16/03/2007
369531	W WEIGHT WATCHERS & device.	1	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002



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Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

Trade Mark Schedule				
Trade Mark No.	Trade Mark	Class	Owner	Status
757967	123 SUCCESS POINTS PLAN & device.	30	Weight Watchers International Inc.	Registered Renewal due: 23/03/2008
369521	W WEIGHT WATCHERS & device.	5	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
336852	WEIGHT WATCHERS & device.	29	Weight Watchers International Inc.	Registered Renewal due: 22/08/2000
369608	W WEIGHT WATCHERS & device.	41	Weight Watchers International Inc.	Registered Renewal due: 21/12/2002
337327	WEIGHT WATCHERS & device.	30	Weight Watchers International Inc.	Registered Renewal due: 31/08/2000
369604	W WEIGHT WATCHERS & device.	35	Weight Watchers International Inc.	Registered Renewal due: 21/12/2002
369519	W WEIGHT WATCHERS & device.	32	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
326644	WEIGHT WATCHERS	35	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
369518	W WEIGHT WATCHERS & device.	30	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002



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Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

Trade Mark Schedule		Trade Mark Schedule		Status
Trade Mark No.	Trade Mark	Class	Owner	
658922	FAT & FIBRE PLAN WEIGHT WATCHERS PROGRAMMES FOR SUCCESS & device.	42	Weight Watchers International Inc.	Registered Renewal due: 19/04/2005
369606	W WEIGHT WATCHERS & device.	42	Weight Watchers International Inc.	Registered Renewal due: 21/12/2002
369532	W WEIGHT WATCHERS & device.	5	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
328248	WEIGHT WATCHERS	1	Weight Watchers International Inc.	Registered Renewal due: 05/02/2000
369605	W WEIGHT WATCHERS & device.	41	Weight Watchers International Inc.	Registered Renewal due: 21/12/2002
326645	WEIGHT WATCHERS	41	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
337322	WEIGHT WATCHERS & device.	1	Weight Watchers International Inc.	Registered Renewal due: 31/08/2000
326646	WEIGHT WATCHERS	42	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
604896	SUPER START	42	Weight Watchers International Inc.	Registered Renewal due: 17/06/2000



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Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

Trade Mark Schedule				
Trade Mark No.	Trade Mark	Class	Owner	Status
369609	W WEIGHT WATCHERS & device.	42	Weight Watchers International Inc.	Registered Renewal due: 21/12/2002
336609	WEIGHT WATCHERS & device.	32	Weight Watchers International Inc.	Registered Renewal due: 15/08/2000
369533	W WEIGHT WATCHERS & device.	16	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
358121	WEIGHT WATCHERS WW & device.	9	Weight Watchers International Inc.	Registered Renewal due: 23/03/2002
452908	WATCHERS	42	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
757966	123 SUCCESS POINTS PLAN & device.	29	Weight Watchers International Inc.	Registered Renewal due: 23/03/2008
337323	WEIGHT WATCHERS & device.	16	Weight Watchers International Inc.	Registered Renewal due: 31/08/2000
326650	WEIGHT WATCHERS INTERNATIONAL	35	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
721318	123 SUCCESS	42	Weight Watchers International Inc.	Registered Renewal due: 04/11/2006



Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

Trade Mark Schedule				
Trade Mark No.	Trade Mark	Class	Owner	Status
369520	W WEIGHT WATCHERS & device.	1	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
369534	W WEIGHT WATCHERS & device.	29	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
452907	WATCHERS	41	Weight Watchers International Inc.	Registered Renewal due: 01/02/2000
328253	WEIGHT WATCHERS	32	Weight Watchers International Inc.	Registered Renewal due: 05/02/2000
350664	PEPSTEP	16	Weight Watchers International Inc.	Registered Renewal due: 08/09/2001
336853	WEIGHT WATCHERS & device.	30	Weight Watchers International Inc.	Registered Renewal due: 22/08/2000
642918	THE NEW U BY WEIGHT WATCHERS & device.	41	Weight Watchers International Inc.	Registered Renewal due: 11/10/2004
369525	W WEIGHT WATCHERS & device.	32	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
369524	W WEIGHT WATCHERS & device.	30	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002



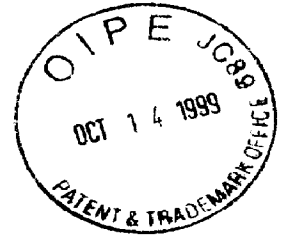
Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

Trade Mark No.	Trade Mark	Class	Owner	Status
369523	W WEIGHT WATCHERS & device.	29	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
369522	W WEIGHT WATCHERS & device.	16	Weight Watchers International Inc.	Registered Renewal due: 18/12/2002
336608	WEIGHT WATCHERS & device.	5	Weight Watchers International Inc.	Registered Renewal due: 15/08/2000
748987	POINTS	42	Weight Watchers International Inc.	Registered Renewal due: 18/11/2007
556523	GREAT SNACKERS	30	Weight Watchers International Inc.	Registered Renewal due: 23/05/2008
538885	PERSONAL CUISINE	29	Weight Watchers International Inc.	Registered Renewal due: 25/07/2007
538886	PERSONAL CUISINE	30	Weight Watchers International Inc.	Registered Renewal due: 25/07/2007
631809	PERSONAL CUISINE	39	Weight Watchers International Inc.	Registered Renewal due: 08/06/2001
604897	SWEET CELEBRATIONS	30	Weight Watchers International Inc.	Registered Renewal due: 17/06/2000



Trade Mark Schedule
Weight Watchers International Inc
22 September 1999
(As Per List)

Trade Mark Schedule				
Trade Mark No.	Trade Mark	Class	Owner	Status
785755	123 & ME	16	Weight Watchers International Inc.	Application Accepted Registration due: 22/01/2000
648206	WEIGHT WATCHERS	35	Weight Watchers International Inc.	Lapsed. Lapsing Advertised: 10/04/1997
648205	WEIGHT WATCHERS	16	Weight Watchers International Inc.	Lapsed. Lapsing Advertised: 10/04/1997



Trade Mark Schedule
Weight Watchers International Inc
22 September 1999

(Not on List but in any event not current)

Trade Mark No.	Trade Mark	Class	Owner	Status
234357	Woman holding flower (device only)	5	Weight Watchers International Inc.	Removed - Not Renewed.
234372	Woman holding flower (device only)	29	Weight Watchers International Inc.	Removed - Not Renewed.
234373	Woman holding flower (device only)	16	Weight Watchers International Inc.	Removed - Not Renewed.
299716	Bathroom Scales (device only)	1	Weight Watchers International Inc.	Removed - Not Renewed.
299717	Bathroom Scales (device only)	5	Weight Watchers International Inc.	Removed - Not Renewed.
299718	Bathroom Scales (device only)	29	Weight Watchers International Inc.	Removed - Not Renewed.
299719	Bathroom Scales (device only)	30	Weight Watchers International Inc.	Removed - Not Renewed.
299720	Bathroom Scales (device only)	32	Weight Watchers International Inc.	Removed - Not Renewed.
400882	QUICK START	41	Weight Watchers International Inc.	Withdrawn.
407311	ACCELERATOR PLAN	41	Weight Watchers International Inc.	Lapsed.
407312	SKILL BUILDER	16	Weight Watchers International Inc.	Lapsing Advertised: 12/11/1987
471037	QUICK SUCCESS	41	Weight Watchers International Inc.	Lapsed.
471038	QUICK SUCCESS	42	Weight Watchers International Inc.	Lapsing Advertised: 08/10/1987
				Lapsed.
				Lapsing Advertised: 10/05/1990
				Lapsed.
				Lapsing Advertised: 10/05/1990



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Trade Mark Schedule
Weight Watchers International Inc
22 September 1999

(As on List but in any event not current)

Trade Mark Schedule

Trade Mark No.	Trade Mark	Class	Owner	Status
471047	QUICK SUCCESS	16	Weight Watchers International Inc.	Lapsed. Lapsing Advised: 17/05/1990
487689	QUICK START	41	Weight Watchers International Inc.	Lapsed. Lapsing Advised: 21/02/1991
529969	QUICK SUCCESS	42	Weight Watchers International Inc.	Lapsed. Lapsing Advised: 10/06/1993
622440	SMART ONES	29	Weight Watchers International Inc.	Lapsed. Lapsing Advised: 28/03/1996
622441	SMART ONES	30	Weight Watchers International Inc.	Lapsed. Lapsing Advised: 28/03/1996



**Trade Mark Schedule
Gutbusters Pty Ltd
22 September 1999
(As Per List)**

Trade Mark No.	Trade Mark	Class	Owner	Status
595729	GutBusters	41	Gutbusters Pty Ltd	Registered Renewal due: 11/02/2000
655174	GutBusters	42	Gutbusters Pty Ltd	Registered Renewal due: 08/03/2005
655173	GutBusters	32	Gutbusters Pty Ltd	Registered Renewal due: 08/03/2005
655172	GutBusters	31	Gutbusters Pty Ltd	Registered Renewal due: 08/03/2005
655171	GutBusters	30	Gutbusters Pty Ltd	Registered Renewal due: 08/03/2005
647439	GutBusters	16	Gutbusters Pty Ltd	Registered Renewal due: 05/12/2004
601345	GUTBUSTERS & device.	41	Gutbusters Pty Ltd	Registered Renewal due: 30/04/2000
647440	GUTBUSTERS & device.	16	Gutbusters Pty Ltd	Registered Renewal due: 05/12/2004
589019	GUTBUSTERS, THE WEIGHT MANAGEMENT PROGRAM & device.	41	Gutbusters Pty Ltd	Registered Renewal due: 23/10/1999



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**Trade Mark Schedule
Gutbusters Pty Ltd
22 September 1999
(Not on List but are current)**

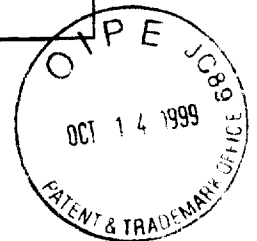
Trade Mark No.	Trade Mark	Class	Owner	Status
639787	StressBusters	41	Gutbusters Pty Ltd	Registered Renewal due: 02/09/2004
655170	GutBusters	29	Gutbusters Pty Ltd	Registered Renewal due: 08/03/2005



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U.S. Trademark Applications

<u>MARK</u>	<u>APPLICATION NO.</u>
POINTSBOOSTER	75/735,721
10% DIFFERENCE	75/708,541
123 SUCCESS	75/631,525
WEIGHT WATCHERS AND SQUARE WITH 3 WAVES	75/614,738
WEIGHT WATCHERS PERSONAL CONNECTION	75/623,298
WEIGHT WATCHERS SUCCESS	75/593,118
WEIGHT WATCHERS	75/614,924
WEIGHT WATCHERS	75/599,148
DAILY COACH	75/601,498
JUST 2 POINTS!	75/614,922
QUICK 10	75/655,118
GUTBUSTERS	74/495,974



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RECORDED: 10/14/1999

TRADEMARK
REEL: 001971 FRAME: 0694